

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

GETTY IMAGES, INC., a Delaware
Corporation,

Plaintiff,

vs.

ROXANNE MOTAMEDI, an individual,

Defendant.

Case No. 2:16-cv-1892

DECLARATION OF CRAIG PETERS
IN SUPPORT OF PLAINTIFF'S
MOTION FOR TEMPORARY
RESTRAINING ORDER

1. Introduction. I am over 18 years of age, am competent to testify, and have personal knowledge of the facts set forth herein.

2. Background. I am the Chief Operating Officer ("COO") of Plaintiff Getty Images and have been employed by the company since 2007. Getty Images, Inc. ("GETTY IMAGES") is a Delaware Corporation that serves as a holding company for affiliated entities that do business at locations in the United States, United Kingdom, and elsewhere, including Getty Images (US), Inc., my direct employer.

3. Defendant. Roxanne Motamedi was formerly employed by Getty Images (US), Inc., as its Vice President, Global Entertainment & Partnerships. In that capacity, she had significant overlap and interaction with GETTY IMAGES's affiliated entities.

4. On information and belief, Ms. Motamedi resides in Los Angeles, California. Although she resided in Los Angeles, she had significant contact with GETTY IMAGES's Seattle

1 affiliate. For a period of time Motamedi's next-level supervisor was Nick Evans-Lombe, who at
2 the time was based in the Seattle office, and a significant number of the employees that supported
3 her and her global team worked out of the Seattle office. All of the data and systems she used, as
4 well as the trade secrets and confidential information she stole from us, resided on our servers in
5 Federal Way, Washington. All of her compensation was processed by our personnel in the Seattle
6 office.

7 5. Motamedi worked for GETTY IMAGES for more than 16 years before resigning
8 in early November of this year. In that time, she was pivotal in building GETTY IMAGES's
9 editorial business to the multi-million-dollar business it is today. For the last several years,
10 Motamedi led the entertainment division of Editorial, an \$80MM business, and oversaw a global
11 team of approximately 100 employees.

12 6. Motamedi's Non-Disclosure Agreement. At the start of her employment,
13 Motamedi signed a Non-Disclosure Agreement, which imposed strict restrictions on her use of
14 GETTY IMAGES' Confidential Information. A copy of that Agreement is attached to the
15 Declaration of Anne Hatcher (Hatcher Decl., Ex. 1). During the course of her employment she
16 was also subject to other policies and procedures that obligated her to protect the company's
17 confidential information and trade secrets, and abide by its Code of Conduct and Code of Ethics,
18 copies of which are also attached to the Declaration of Anne Hatcher (Hatcher Decl., Ex 3). In
19 reliance on Motamedi's promises, GETTY IMAGES provided her with access to its most
20 confidential information, trade secrets, and client relationships. She was only provided with this
21 access because GETTY IMAGES trusted her to abide by the terms of the Non-Disclosure
22 Agreement, as well as the company's policies, Code of Conduct and Code of Ethics. As a Vice
23 President, Motamedi held a high-level position of trust and confidence. GETTY IMAGES
24 rightfully expected her to act as a fiduciary and act in the company's best interests at all times.

25 7. Over the course of the past sixteen years, GETTY IMAGES not only provided
26 Motamedi with access to its trade secrets and confidential information, it paid her to use its
27 goodwill and resources to develop relationships with contributors, partners, customers and

1 business prospects, and to develop and lead its employees. It did so expecting she would act in
2 GETTY IMAGES's best interests at all times.

3 8. Silverhub Media UK Ltd./Nick Evans-Lombe. Nick Evans-Lombe was formerly
4 employed as GETTY IMAGES's COO. He worked most recently out of GETTY IMAGES's
5 London office. During Motamedi's entire tenure at GETTY IMAGES, she and Evans-Lombe
6 worked closely together.

7 9. Evans-Lombe left GETTY IMAGES on April 8, 2013. After resigning, he
8 remained subject to noncompetition restrictions that prohibited him from competing against
9 GETTY IMAGES or otherwise interfering with its business interests for a period of twelve months.
10 In April of 2016, Evans-Lombe and other ex- GETTY IMAGES's executives launched Silverhub
11 Media Uk Ltd. ("Silverhub"), an entertainment photo agency based in the United Kingdom.
12 Attached hereto as Exhibit 1 is a true and correct copy of a news article announcing the formation
13 of Silverhub. Silverhub competes directly with GETTY IMAGES's Editorial, and specifically, its
14 Entertainment business.

15 10. Motamedi's Breach of Contract, Fiduciary Duty, Misappropriation, and Unfair
16 Competition. At the time Motamedi resigned, she informed us that she planned to take time off to
17 attend to family matters. Her last day of employment with GETTY IMAGES was November 7,
18 2016. However, on or about November 30, 2016, I learned that she was actively poaching
19 employees of GETTY IMAGES to work for Silverhub and was apparently working for or with
20 Silverhub in some capacity, as an employee, owner, or both.

21 11. Motamedi stole trade secrets and confidential information. After learning of
22 Motamedi's deception, I also learned that a litigation hold had been placed on her email and files
23 stored on our servers due to an unrelated matter. With the assistance of legal counsel, we began
24 searching her emails and accessible files that had been preserved. On reviewing some of those
25 files, I was shocked to find that during the last several weeks of her employment, Motamedi
26 forwarded a large amount of GETTY IMAGES's trade secret and confidential information to her
27 personal email account and to her husband's email account and had directed her subordinates to

1 provide her with such information. Her email file includes more than 300 emails that she
2 forwarded to her personal email accounts (Roxanne.motomedi@gmail.com and
3 swissrox@gmail.com) and that of her husband/partner, Mitchell Lucas (ml90049@gmail.com),
4 during the last few months of her employment. There was no legitimate reason for Motamedi to
5 forward this trade secret and confidential information to her personal email accounts or
6 husband's/partner's email account, especially given that she did so shortly before she resigned.
7 Examples of trade secret and confidential information she stole from GETTY IMAGES include
8 an analysis of High Value Partners and contributors; a revenue report for all GETTY IMAGES's
9 entertainment photographers; and dozens of the company's highly negotiated agreements with the
10 company's key contributors, partners and customers. Attached as Exhibit 2 is a sample of the trade
11 secret and confidential information Motamedi forwarded to her personal email accounts. Highly
12 sensitive portions of the documents submitted have been redacted to allow us to share them for
13 purposes of this motion. GETTY IMAGES is prepared to submit the full unredacted
14 emails/attachments for *in camera* inspection if so requested.

15 12. If this information fell into the hands of a competitor, it would undermine the
16 company's ability to compete on a level playing field, and the potential harm to us would be
17 immeasurable and irreparable. Her actions violated her Non-Disclosure Agreement, and as we
18 now have information that Motamedi intends to work for Silverhub, it is clear that she intends to
19 use GETTY IMAGES's trade secret and confidential information against us.

20 13. Motamedi shared trade secret and confidential information. Further review of
21 Motamedi's email file revealed additional illegal actions by her. We were shocked to learn that
22 during the last several months of her employment, she forwarded to Evans-Lombe strategy
23 regarding the company's editorial workflow; strategy regarding new market targets, new product
24 areas and other key data; and compensation information for key GETTY IMAGES's employees.
25 Motamedi also sent revenue information for GETTY IMAGES's third highest grossing contributor
26 to an individual outside the company. While we have only begun to review Motamedi's emails
27 and uncover her illegal actions, it is indisputable that she shared GETTY IMAGES's trade secret

1 and confidential information with a direct competitor Silverhub, intending to cause significant
2 harm to our company.

3 14. Motamedi conspired with Evans-Lombe to compete with GETTY IMAGES.

4 Although we have only begun to uncover the extent of Motamedi's deception, her email file reveals
5 that she met with Evans-Lombe as early as June 2015, and on information and belief, it appears
6 that they began communicating at that time regarding the development of a business to compete
7 with GETTY IMAGES. Motamedi's email file contains evidence that by December 2015, she
8 was sharing and forwarding confidential information to Evans-Lombe regarding GETTY
9 IMAGES [Exhibit 3]; in March 2016, Motamedi shared GETTY IMAGES's business strategy
10 with Evans-Lombe [Exhibit 4]; and in April 2016, a few days prior to Silverhub's launch, she
11 discussed with Evans-Lombe potential clients, partners and competitor's to Silverhub [Exhibit 5].

12 15. Motamedi interfered with GETTY IMAGES's business relationships. Motamedi's
13 email file also includes evidence that she diverted business opportunities, interfered with our
14 contractual and business expectancies and conspired with our competitors. While we have already
15 uncovered numerous instances and are continuing to do so on a daily basis, the following are a few
16 examples:

- 17 • In late September and early October 2016, Motamedi forwarded revenue information for
18 one of GETTY IMAGES's highest grossing contributor photographers. [Exhibit 6].
19 GETTY IMAGES's business relationship with that photographer, who shall remain
20 anonymous, is critical to the continued success of the company's entertainment business.
21 That photographer has since been directly contacted by Evans-Lombe/Silverhub with an
22 offer to become a founding photographer with Motamedi's full knowledge that GETTY
23 IMAGES must renegotiate its relationship with that photographer in March 2017.
- 24 • Motamedi took steps to interfere with GETTY IMAGES's business relationship with a
25 well-known singer's management team by forwarding the company's agreement with the
26 artist to her personal email address two weeks prior to leaving the company. [Exhibit 7].
27 She also introduced the artist's photographer, who also has a long-standing relationship

1 with GETTY IMAGES, to a third party. By facilitating that introduction, Motamedi gave
2 a competitor the ability to intervene in GETTY IMAGES's long standing relationships with
3 the artist and her photographer. Further, she had the photographer charge GETTY
4 IMAGES for the cost of travel to that meeting and approved the expenses.

- 5 • In Motamedi's final days, she diverted a significant company opportunity by delaying her
6 team from closing a lucrative deal in the luxury brand space in Italy with one of our
7 competitors. [Exhibit 8]. GETTY IMAGES was proposing to begin distributing the
8 competitor's content, to be followed by GETTY IMAGES taking on the invoicing of the
9 competitor's assignments and integration of their photographers in GETTY IMAGES's
10 paid assignment work. The competitor wanted a quick start to the relationship; however,
11 Motamedi instructed her team not to sign anything. We recently learned that this potential
12 partner is now in negotiations with Silverhub.

13 16. Motamedi solicited GETTY IMAGES's employees to work for Silverhub while
14 employed by GETTY IMAGES. We recently learned that Motamedi has been attempting to lure
15 GETTY IMAGES's key employees away to work for Silverhub and facilitated Silverhub's
16 recruitment of a key employee. Relationships are key in the entertainment industry and GETTY
17 IMAGES's success is predicated on its employees' close relationships with contributors, partners,
18 and customers. While we are receiving information daily regarding Motamedi's poaching of
19 GETTY IMAGES's employees, we are also uncovering evidence in her email file of her activities
20 *while she was still employed.*

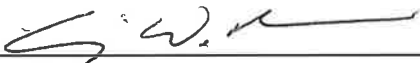
21 17. For example, Motamedi facilitated an offer of employment from Silverhub to one
22 of GETTY IMAGES's long-term, key employees, Josh Norton. Norton has been employed by
23 GETTY IMAGES for more than 12 years and, as recently as August 2016, Motamedi identified
24 him to GETTY IMAGES's Senior Vice President of Sales for the Americas as a key employee
25 worth retaining. [Exhibit 9]. However, the following month, Motamedi worked with Evans-
26 Lombe to facilitate an offer with higher compensation from Silverhub to Norton. [Exhibit 10]
27 Employee relationships like Norton's are built over time. When a key employee is poached by a

1 trusted executive, the remaining employee relationships are undermined. Norton is but one
2 example; on information and belief, Motamedi has actively solicited and continues to solicit
3 GETTY IMAGES's employees to grow Silverhub's business.

4 18. Irreparable Harm. Prior to her resignation, Motamedi leveraged relationships with
5 GETTY IMAGES's contributors, partners, customers and employees to grow and develop
6 Silverhub in collusion with Evans-Lombe. Motamedi's wrongful conduct as described in this
7 action is causing irreparable harm to our relationships with customers, photographers, suppliers,
8 and employees. No amount of money can fully make up for the damage to relationships, which in
9 some cases took many years to develop. Further, unless restrained, she and her co-conspirators
10 will create further damage to our relationships.

11 I declare under the penalty of perjury under the laws of the United States that the foregoing
12 is true and correct.

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14 DATED this 11th day of December, 2016, at New York, New York.

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18 Craig Peters
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